

GENERAL CONDITIONS

SCOPE:

The City is requesting bids from qualified vendors to provide on-site **Full Service Maintenance and Repair of the City's Golf Cart Fleet of Eighty (80) E-Z Golf Carts** located at DeBell Golf Course Clubhouse Facility, 1500 Walnut Ave., Burbank, CA. This agreement shall be for one (1) year, and the City may desire the option of renewing the contract on a year by year basis for a maximum of three (3) years. See Paragraph titled "Renewal of Agreement".

PRICES

Under Item 1. of Bidder's Proposal, bidder to quote a price per cart that includes all labor and material to perform scheduled maintenance and to provide all labor to repair items on all carts as outlined under Section II Maintenance/Repair Scope, paragraphs A, B, C, D and E.

Under Item 2. of Bidder's Proposal, bidder to quote price for labor and parts not covered in Item 1. Successful bidder will be required to provide copy of Contractor's invoice along with his invoice to City for proof of vendors purchase price. All prices quoted shall be F.O.B. City of Burbank, DeBell Golf Course, 1500 Walnut Ave., Burbank, CA.

It shall be understood that the prices bid are firm for the life of the Price Agreement. The proposal shall be submitted, fully executed, on the form provided by the City. The Bidder shall state in figures the unit prices, for which he proposes to supply the labor, materials, supplies, or machinery in order to completely perform the contract. **IF THE UNIT PRICES AND THE EXTENDED TOTAL AMOUNT STATED BY THE BIDDER FOR ANY ITEMS ARE NOT IN AGREEMENT, THEN THE UNIT PRICE ALONE WILL BE CONSIDERED AS REPRESENTING THE BIDDER'S INTENTION, AND THE BASE BID WILL BE CORRECTED TO CONFORM THERETO.** Response may be sent via U.S. mail, or delivered in person. Fax bids or E-Mail transmitted bids will not be accepted. A Bidder may withdraw a proposal, without prejudice, before the hour fixed for opening of bids, by submitting a written request to the Purchasing Manager for its withdrawal. In such event, the proposal will be returned to the Bidder unopened. No proposal may be withdrawn after the hour fixed for opening bids without approval of the City.

All blank spaces in the proposal shall be properly completed. The text of the proposal must not be changed, and no additions shall be made to the terms contained therein. When more than one item appears in the Bidder's Proposal Sheet, Bidders may quote on any one or more items. **The bidder must indicate "NO BID" on items not offering in the proposal.** The City reserves the right to accept a bid on each separate item or on any of them offered in any proposal received, except when otherwise provided by specific limitation by the City.

To submit an Alternate proposal, you must first submit a proposal as requested or the Alternate may not be considered.

INVOICES

Invoices are to be issued on a monthly basis in arrears. Each invoice must provide itemized billing identifying the City equipment numbers and detailing the parts and labor used for each cart repaired.

GENERAL CONDITIONS (Continued)

TAX REGISTRATION

Successful bidder will be required to have a valid City of Burbank Business Tax Registration.

TERMINATION OF AGREEMENT:

The City may terminate this agreement, with or without cause, at any time after giving thirty (30) days' written notice to the vendor.

RENEWAL OF AGREEMENT:

The City desires the option of extending this agreement on a year by year basis. If such option is exercised, the prices, terms, and conditions quoted herein are to remain firm for the extended period of the agreement. AGREEMENT OR EXCEPTION TO THIS OPTION MUST BE SPECIFIED ON THE BIDDER'S PROPOSAL.

EXTENSION OF CONTRACT TO OTHER LOCAL PUBLIC AGENCIES:

The prices, terms and conditions of this bid may be extended to other governmental agencies at the mutual agreement of both the agency and the bidding contractor. All requirements of the specifications, purchase orders, invoices and payments with other agencies would be handled directly with the successful bidder. The City of Burbank does not warrant any additional use of the contract by such agencies. The bidder's response as requested on the Bidder's Proposal will in no way affect the City of Burbank's consideration of this bid. Exception to this must be clearly noted on the Bidder's Proposal.

INTERPRETATION OF PRICE AGREEMENT DOCUMENTS

If a prospective Bidder is in doubt as to the true meaning or intent of any part of these Documents, they may submit to the Purchasing Manager a written request for an interpretation or a correction thereof. Interpretations or corrections of the Documents shall be made only by addendum duly issued by the Purchasing Manager, and a copy of such addendum will be sent by regular mail, postage prepaid, faxed, or delivered to each person who received a set of the Contract Documents whose address is known to the Purchasing Manager. The City is not responsible for oral interpretation or instructions, all changes will be in writing. Such addendum shall be considered a part of, and incorporated in the Price Agreement Documents.

ERRORS AND OMISSIONS

The Contractor will not be allowed to take advantage of any error or omission in the Specifications. It shall be the Contractor's obligation, upon discovering any error or omission, to promptly call it to the attention of the Burbank Inspector or engineer (hereafter referred to as COB representative) who shall issue written instructions regarding such error or omission. If the Contractor fails to inform the COB representative of any error or omission that was found, the work shall be corrected upon order of the COB representative at the Contractor's sole expense.

LOWEST RESPONSIBLE BIDDER

In selecting the lowest responsible Bidder, consideration will be given not only to the price but also those matters contained in Burbank Municipal Code 2-2-122. To receive favorable consideration, a Bidder may be required to present evidence that the Bidder has successfully performed similar work of comparable magnitude and complexity, or submit other evidence satisfactory to the City that the Bidder is competent to manage the proposed undertaking and to carry it forward to a successful conclusion. A showing of adequate financial resources may be required, but, unless otherwise stated, it will not be used as the only factor to determine whether a Bidder is able to undertake the proposed work. (<http://www.burbankusa.com/cityclerk/bmc%20-%20reorganized/Title%202.pdf>).

GENERAL CONDITIONS (Continued)

ADDRESS AND MARKING OF PROPOSAL

The envelope enclosing the proposal shall be sealed and addressed to the Purchasing Manager, Administrative Services Building, 301 East Olive Avenue, Burbank, California 91502, or P. O. Box 6459, Burbank, California 91510. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and bear the words, "Proposal For" followed by the name of the work and the date of bid opening.

RESERVATIONS

The City reserves the right to reject any and all bids, or any item or items of the bid, and to waive any informalities or technical defects as the interests of the City may require.

INSURANCE

The Contractor shall assume all liability for injuries to persons or damages to property during the performance of the Contract caused by any equipment or materials furnished or work done under the Contract or the operation thereof during the life of the contract and shall furnish and maintain Worker's Compensation Insurance, General Liability and Property Damage Insurance as herein provided, whether performance be by the Contractor, their Subcontractors, or anyone directly or indirectly employed by him, and such insurance shall be obtained from an insurance company authorized to do business in the State of California or at least an A- rating and found to be acceptable to the City of Burbank. Said insurance shall provide that it will not be modified, canceled or terminated until at least thirty (30) days' prior written notice thereof has been filed with the Purchasing Division.

Before delivering any equipment, materials, a Purchase Order is issued, or the performance of any work by the Contractor, Subcontractors or any agent, servant, employee or representative of any of them, at the jobsite under the Contract, the Contractor must file with the Purchasing Division a policy or an acceptable Certificate of Insurance subject to approval of the City Attorney, indicating the requisite is in full force and effect.

A. **Worker's Compensation Insurance.**

- 1) The Contractor shall furnish satisfactory evidence that he has secured in the manner required by law the payment of Worker's Compensation provided for in the California Labor Code and all amendments thereto and shall maintain such insurance during the life of this Contract; The Contractor shall require each and every Subcontractor to secure similar Worker's Compensation Insurance unless already covered by the Contractor.
- 2) If the Contractor is a sole proprietor, the Contractor must furnish a letter stating that he is a sole proprietor and is not required to carry Worker's Compensation Insurance.

GENERAL CONDITIONS (Continued)

- B. **General Liability and Property Damage.** During the life of this Contract, the Contractor shall secure, pay for and maintain General Liability and Property Damage Insurance protecting the Contractor and any subcontractors from any and all claims and actions for damage, for personal injury, including accidental death and for property damage which may directly or indirectly arise from, grow out of, or be attributable to, their operations or performance under this Contract, whether such operations by the Contractor or by a Subcontractor, or by any person directly or indirectly employed by either or any of them, and said insurance shall indemnify and save harmless the City, its officers, employees, agents and representatives from all actions, causes of action, claims, debts or demands of any and every kind or nature whatsoever, by reason of, growing of, out of, or attributable to the work to be performed under said Contract, and the amount of such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for injuries, including accidental death and property damage on account of any one occurrence, on an ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage as approved by the City Attorney's Office) and an ISO form CG 20 37 07 04 (or a substitute form providing equivalent coverage as approved by the City Attorney's Office). The policy shall provide for coverage of all claims occurring during the term of the policy notwithstanding the fact that the claim may be asserted subsequent to the expiration of the policy.

The following **ENDORSEMENTS** are required to be placed on a Separate Endorsement to the policy furnished:

- 1) The City of Burbank, 275 East Olive Avenue, Burbank, CA 91502, its officers, employees, agents and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
 - 2) With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
 - 3) This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
 - 4) With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice as been given to the City of Burbank, Purchasing Division, 301 E. Olive Ave., Burbank, CA 91502.
- C. **Automobile Insurance.** Automobile Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries and property damage, including all owned, hired and non-owned vehicles.

GENERAL CONDITIONS (Continued)

- D. **Damage and Theft.** The Contractor may insure the equipment, materials and work to cover Contractor's interest in the same from time to time, as required. The City will not, under any circumstances, be liable, answerable or accountable for any theft, loss or damage, however and by whatever cause, to said equipment, materials and work, or any part or parts thereof, used or employed in fully completing the Contract, until after the contract is completed and formal acceptance of the work by the City.
- E. **Blanket Insurance Policies.** Blanket insurance policies complying with the above requirements carried by the Contractor, or acceptable and approved certificates thereof, may be substituted for specific policies upon approval by the City Attorney.

INJURY & ILLNESS PREVENTION PROGRAM

The Contractor is fully responsible for the safe performance of all work for which they are contractually committed, whether performed by themselves or by their Subcontractors. The Contractor must provide adequate protection for the health and safety of City employees, the general public and their own personnel. The Contractor must have in place their own **Injury and Illness Prevention Program** as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations and shall submit same to the City Safety Officer for review. California law also requires that the aforementioned program cover all employees and personnel controlled, directed or supervised by the Contractor to the extent that they are exposed to worksite and job assignment specific hazards.

The program shall be written and shall include but not be limited to the following elements:

1. Identification of the person or persons responsible for implementing the Contractor's safety program. List name of the Contractor's on-site Safety Representative.
2. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices.
3. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.
4. The Contractor's occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.
5. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the worksite without fear of reprisal.
6. The Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

GENERAL CONDITIONS (Continued)

INJURY & ILLNESS PREVENTION PROGRAM (Continued)

7. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection and training documentation. Contract shall include inspection checklist and training documentation form.
8. The Contractor shall include procedures to investigate occupational injury or occupational illness.
9. For Construction projects the Contractor shall adopt a written code of safe practices which relates to the employers operations. Tailgate meetings shall be held at least every ten (10) working days with employees/crews.

PROTEST PROCEDURE (BMC Section 2-2-128)

- (a) Upon written request by any bidder who has submitted a bid for supplies, materials, equipment and services, a notice of the proposed award shall be sent to the bidder and posted in the Purchasing Office at least 24 hours prior to awarding the contract or purchase order.
- (b) Prior to making the award, any responsive bidder who has submitted a bid may file a "Notice of Intent" to file a protest with the Purchasing Manager. Within three (3) working days after the filing of the notice of intent, the bidder shall file a written protest stating specific reasons for the protest.
- (c) The Purchasing Manager shall review the request and provide the protester with a written reply regarding the protest within three (3) working days before the final award.
- (d) Any appeal of the Purchasing Manager's decision shall be made to the City Manager or their designee prior to the final award. The City Manager's decision shall be binding and final.
- (e) In circumstances of urgent need and when it is in the best interest of the City to do so, the City Manager may dispense with the protest procedure provided for in sub-section (d) of this section and make the award.
- (f) Any bid protest that does not comply with the process provided for in this section shall not be reviewed.

SPECIFICATIONS
MECHANICAL MAINTENANCE AND REPAIR OF CITY GOLF CART FLEET

I. General

- A. The Contractor shall assume the responsibility for the servicing and maintenance to keep the golf carts in a safe, reliable, efficient operating condition. A minimum of 25 hours per week coverage is required for preventive maintenance and repair. The awarded Contractor must have a designated mechanic that is certified as an authorized mechanic by the equipment manufacturer within thirty (30) day's of award. Our existing golf cart fleet's manufacturer is E-Z Go Golf Carts.
- B. All work performed shall be to the best practices of the mechanical trade and under the direct supervision of the City Representative; however the ultimate authority is from Jan Bartolo, Deputy Director/Park Services of the City of Burbank.
- C. All maintenance work required will be performed "on-site". If the cart cannot be repaired on site and must be taken to Contractor's shop or other location, the cost of transporting the vehicle shall be the responsibility of the Contractor and shall be at no cost to the City. Carts shall be removed from the site only after approval of City Representative.
- D. On a scheduled basis (as outlined under Section IV. Maintenance/Repair) the Contractor shall inspect each cart and provide service as outlined under Section IV, Maintenance/Repair.
- E. The Contractor's mechanic shall obtain the signature of the Golf Pro on the weekly service reports.
- F. The Contractor shall provide all labor, tools, equipment and materials to perform the required maintenance services.
- G. The Contractor shall leave the premises in a clean, safe and orderly condition after performing any work on subject golf carts.

II. Maintenance/Repair Scope

- A. Weekly maintenance shall include:
 - 1. Clean and service batteries
 - 2. Tire repair/replacement
 - 3. Charger repairs
 - 4. Lubrication
 - 5. Brake adjustment and replacement
 - 6. Installation of new floor mats, tops, seats, batteries, etc.
 - 7. Inspect for body damage

SPECIFICATIONS (continued)
MECHANICAL MAINTENANCE AND REPAIR OF CITY GOLF CART FLEET

- B. Monthly or as needed:
1. Lubricate accelerators
 2. Check charging systems, charger input – output, charging wiring, timer and cart receptacle
 3. Inspect seats and backrests
 4. Inspect bag holder for excessive wear and breakage, replace as required.
 5. Tighten cables, battery holdowns, and water as required
- C. Preventive Maintenance Inspection at least once every three months on each cart shall include but not be limited to the following:
1. Lubricate brake linkage and hill brake linkage, check for proper adjustment and release, wear and damage to latch arm or catch brackets.
 2. Check brake drums and lining, adjust and/or replace as required.
 3. Inspect all electrical wiring, cables and connections, tighten or replace as required.
 4. Check reverse warning device for proper adjustment replace as required.
 5. Inspect all under carriage frame and suspension components, check all brackets and cables below cart frame.
 6. Inspect differential skid plate for wear and cracks and verify that plate is in place, replace as required.
 7. Check shocks for proper operation, replace as required.
 8. Inspect and lubricate as required electronic speed control systems.
 9. Lubricate accelerator pedal.
 10. Check pot box return spring.
 11. Check pot box for proper ohm adjustment, adjust or replace as required.
 12. Check solenoid replace as required.
 13. Lubricate chassis.
 14. Check and adjust differential.
 15. Clean batteries and check specific gravity.
 16. Lubricate brake backing plates.
 17. Check wheel alignment.
 18. Visually check entire cart for deficiencies and tighten all nuts and bolts.
 19. Inspect for body damage.
 20. Lubricate all cables.
- D. Twice per year:
1. Clean and repack all wheel bearings.
- E. Contractor to supply all the following:
1. Cleaning supplies
 2. Lubricants
 3. Penetrates
 4. Greases
 5. Corrosive protectors (battery and cable)
 6. Cleaning fluids (solvents, soaps, vinyl dressing, etc.)
 7. Nuts, bolts, screws, washers
 8. Distilled water
 9. Tow bars

SPECIFICATIONS (continued)
MECHANICAL MAINTENANCE AND REPAIR OF CITY GOLF CART FLEET

- F. ALL REPLACED PARTS MUST BE RETURNED TO GOLF PRO FOR INSPECTION UNLESS PARTS/CARTS ARE UNDER WARRANTY.
- G. Contractor must agree to have a minimum of 75 carts in safe service at all times. If more than five (5) carts are down, Contractor should immediately [within twenty-four (24) consecutive hours] return to the site and repair enough carts to meet the minimum of 75 carts in service at all times. All 80 carts should be in service on Friday afternoon for the weekend or special tournaments as defined by the Golf Pro.
- H. The Contractor shall be responsible for performing all required repairs necessary to keep the carts in service. The price should include unlimited repairs of all times.
- I. **Certified Mechanic**
The awarded Contractor must have a designated mechanic that is certified as an authorized mechanic by the equipment manufacturer within thirty (30) day's of award. Our existing golf cart fleet's manufacturer is E-Z Go Golf Carts.
- J. The Contractor shall be responsible for repairing all body and frame damage however damage occurred, and the transportation is to be included, if necessary. All spray painting must be done off-site by the Contractor as no paint booth is available.
- K. Battery charger repairs shall be covered under this Contract.
- L. **Repair and Replacement Parts**
Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must equal or exceed that of the original equipment manufacturer(s). Only the Trojan T-105 6-volt battery should be used.
- M. **Warranty Work**
The Contractor shall be responsible for seeking authorization from cart manufacturer to perform warranty work on City carts where applicable. Reimbursement for warranty work shall be made directly to the Contractor from the cart manufacturer and the City will not assume any financial responsibility.

If the warranty work is performed at a dealership, the Contractor is responsible for any deductible.

III. Repair/Maintenance Records

Contractor should develop and maintain separate written service and repair orders for each cart showing repairs and service made. Records should be kept on site for a minimum of three (3) years and will be the property of the City of Burbank. Repair orders should include labor hours, materials/parts used and a complete description of what was done. Contractor to submit form(s) to the Parks, Recreation and Community Services Deputy Parks Director or their agent for review and approval prior to utilization. If forms are available at time of bidding, please submit with bid.

SPECIFICATIONS (continued)
MECHANICAL MAINTENANCE AND REPAIR OF CITY GOLF CART FLEET

IV. Quantity

The City currently owns eighty (80) golf carts. The City reserves the right to increase or decrease the number of carts to be serviced throughout the period of this agreement and vendor agrees to furnish services on more or less at the unit prices quoted.

V. Hours of Work

Scheduled maintenance shall be performed during the regular work hours and days the golf course is open for business.

VI. Site Inspection

Bidder's should visit the site and familiarize themselves with any conditions which may affect performance and bid prices. Submission of a bid will be prima facie evidence that the Bidder did, in fact, make a site inspection and is aware of all conditions affecting performance and bid prices.

VII. Contractor's Performance

The City's representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's representative, performance becomes unsatisfactory, the City shall notify the Contractor.

The Contractor will have two (2) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

Contractor shall notify the City's representative immediately of any occurrence or conditions that interfere with the full performance of the Contract, and confirm it, in writing, within twenty-four (24) hours.

VIII. Transition Period

Upon award of Contract, Contractor will be responsible for immediately accessing and servicing all golf carts and establishing maintenance records.

BIDDER'S PROPOSAL

Price Agreement No. 1772 Mechanical Maintenance and Repair of City Golf Cart Fleet

Proposal received until 2:00 P.M. January 8, 2009.

| | | | |
|-------------|----------------------------------|-------------|----------------------------------|
| Deliver to: | Purchasing Manager | or Mail to: | Purchasing Manager |
| | Administrative Services Building | | Administrative Services Building |
| | 301 East Olive Avenue | | P. O. Box 6459 |
| | Burbank, California 91502 | | Burbank, California 91510-6459 |

The undersigned bidder declares that bidder has read and fully understands the specifications and each and every other document referred to therein and agrees to all of the terms, conditions and provisions contained therein; has examined the site of the work and has made the investigations and formed the estimates as to all conditions and contingencies referred to in and required by the specifications; agrees that if the bidder's bid submitted in the Proposal be accepted, the Proposal and the Specifications will be the Agreement between the City and the bidder and by signing the Proposal bidder agrees to all the terms and conditions of the proposal and Specifications; and will accept in full payment therefore the prices named herein.

Said prices are to include and cover the furnishing of all materials, the performing of all labor requisite and proper, supervision, overhead profit, taxes and the providing of all necessary machinery, tools, appurtenances, equipment and other means required to fully complete this Contract, except as otherwise specifically provided in the Specifications.

The bidder further agrees to furnish the required insurance within ten (10) days from date of mailing of said notice of acceptance to bidder at the address as given below.

Bidder agrees that his Proposal shall remain open and not withdrawn for a period of not less than sixty (60) days from date of opening bids, or until rejected by the City, whichever is shorter.

BIDDER'S PROPOSAL (Continued)

NOTE: All service and repair required in the above specifications must be included in the bid. No partial bids will be considered. THE BID PRICE SHALL INCLUDE ALL APPLICABLE TAXES, AND TAXES WILL BE PAID BY THE CONTRACTOR. THE CITY IS EXEMPT FROM THE PAYMENT OF FEDERAL EXCISE TAXES.

Item

1. Provide labor and material to perform scheduled maintenance (excluding parts) on 80 Golf Carts in accordance with Section II, paragraphs A, B, C, D and E of specification contained in this bid.

\$ 16.⁰⁰ per cart, per month x 80 carts = \$ 1280.⁰⁰ per month x 12 months =

\$ 15,360.⁰⁰ per year.
(Total Contract price, including applicable sales tax)

2. Provide labor and parts for repairs not covered in Item 1.

Labor: \$ 50.⁰⁰ per hour

Parts: cost plus 30 % mark-up.
(Copy of Contractor's invoice to accompany invoice to City.)

3. Battery T-105 6-volt \$ 128.⁰⁰ CURRENT PRICE

4. The City MAY exercise its option to renew this agreement past the initial
may or may not
three (3) year contract period as stipulated under the General Conditions for the period of:
3. (One (1) additional year; two (2) additional years; or three (3) additional years)

5. Cash discount terms of N/A % days/prox for prompt payment, in addition to the above discounts, will be allowed. (Minimum of 20 days required.)

BIDDER'S PROPOSAL (Continued)

6. Contractor shall furnish the names, addresses, and telephone numbers of firms or government organizations for which the Contractor is currently furnishing or has furnished, in the past, completed service.

Company Name OAKMONT COUNTRY CLUB
Address 3100 COUNTRY CLUB DR. GLENDALE
Reference Person CLAUDE
Telephone Number (818) 542-4260

Company Name OAKS CHRISTIAN SCHOOL
Address 31749 LA TIENOA DR. WESTLAKE VILLAGE
Reference Person TIM RICHARDSON
Telephone Number 818-575-9900

Company Name INTERNATIONAL PAPER CO.
Address 19615 S. SUSANNA RD. COMPTON
Reference Person HELMAN
Telephone Number 310-639-2310

The undersigned hereby agrees to furnish the above articles and/or services and terms stated, subject to the instructions and conditions shown on the Request for Quotation, the attached General Conditions and **PRICE AGREEMENT NO. 1772 - FULL SERVICE MAINTENANCE, THE CITY'S GOLF CART FLEET OF EIGHTY (80) E-Z GOLF CARTS**

Fax: 626-315-9336

COMPANY NAME: D AND D GOLF CARS INC.
SIGNED: Ralph S. Seals
PRINTED SIGNATURE RALPH S. SEALS TITLE: PRESIDENT
ADDRESS: 955 W. FIFTH ST.
AZUSA CA. 91702
TELEPHONE NUMBER: 626-915-9335 DATE: 12/15/08
TAXPAYER I.D. NO.: 95-3883178
DATE: 12-15-08